

Exhibit B



Simplex Medical Systems, Inc.

430 Ainsin Blvd., Suite G, Hallandale, FL 33009
Phone (305) 455-0710 Fax (305) 455-9008

**SIMPLEX MEDICAL SYSTEMS, INC.
SHAREHOLDERS MEETING
SEPTEMBER 25, 1996**

AGENDA

Welcome	Jack Trafton, PhD President
Financial Update	Joel Marcus, CPA
Marketing Update	Henry Schur VP, Marketing
Technical Update	Nick Levandoski, PhD VP, R & D
Becoming a Publicly-Traded Company	Roger Taft Joel Marcus, CPA
Introduction of Prospective Board Members	Nick Levandoski, PhD Sheldon Nassberg, MD Henry Schur Jack Trafton, PhD
Discussion of Issues Before Shareholders	Jack Trafton, PhD
Balloting	
Election Results	
Adjournment	

Exclusive Manufacturer of SIMPLEX™ Brand Diagnostics For Non-Invasive Testing

Exhibit C

REUBEN HERTZ, D.D.S.

**2717 E. Oakland Park Blvd.
Ft. Lauderdale, FL 33306**

(305) 566-6200

November 5, 1996

**John H. Oltman, Esq.
LAW OFFICES OF OLTMAN AND FLYNN
915 Middle River Drive
Fort Lauderdale, FL 33304-3585**

**RE: Patent Application Number : 08/517,379
Your File Number : 10566**

Dear Mr. Oltman:

Regarding our conversation on November 4, 1996, this is to notify you that I wish to be advised of any and all matters related to my pending patent. No action is to be taken without both my verbal and written consent.

Thank you for your prompt attention to this matter.

Very truly yours,

Reuben Hertz, D.D.S.

RH:sc

**cc KIS Technologies, Inc.
Stephen F. Goldenberg, Esquire**

JOHN H. OLTMAN
FRANK L. KUBLER
WILLIAM J. FLYNN - INACTIVE MEMBER FLORIDA BAR

ADAM A. JORGENSEN - CONSULTANT
REG. PATENT AGENT AND NOT
MEMBER OF FLORIDA BAR

OF COUNSEL:
BRIAN S. STEINBERGER

LAW OFFICES OF
OLTMAN, FLYNN & KUBLER
REGISTERED PATENT ATTORNEYS
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December 6, 1996

John E. Trafton, Ph.D.
Mr. Henry B. Schur
Simplex Medical Systems, Inc.
430 Ansin Boulevard, Suite G
Hallandale, FL 33009

RE: Dr. Reuben Hertz and
Simplex Medical Systems, Inc.
Our File: #11034-CIP

Dear Jack and Henry:

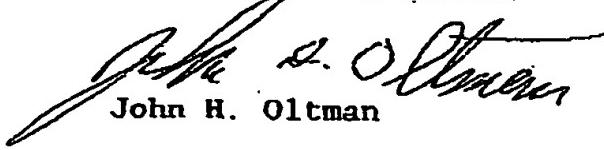
Dr. Hertz is upset that the continuation-in-part application was filed and he no longer wants me to represent you. He believes he is the inventor and there is now a conflict of interest.

I have to agree and, therefore, Frank Kubler and I hereby withdraw as attorneys for Simplex Medical Systems, Inc., Analyte Diagnostics, Inc., and you individually. I will send copies of your files to your new attorney when you let me know who he is.

I am very sorry about having to withdraw, and I bear no ill will.

Very truly yours,

OLTMAN FLYNN & KUBLER



John H. Oltman

JHO/nm

cc: Dr. Reuben Hertz

LAW OFFICES OF
OLTMAN, FLYNN & KUBLER

REGISTERED PATENT ATTORNEYS

JOHN H. OLTMAN
FRANK L. KUBLER
WILLIAM J. FLYNN - INACTIVE MEMBER FLORIDA BAR

ADAM A. JORGENSEN - CONSULTANT
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December 10, 1996

Reuben Hertz, D.D.S.
2717 E. Oakland Park Boulevard
Fort Lauderdale, FL 33306

RE: A DISPOSABLE DEVICE UTILIZING GAS
FOR THE DELIVERY OF PARTICULATE
MATERIAL
Our File: #11034-CIP

Dear Dr. Hertz:

You asked me to send you a letter concerning your original patent application and its effect on the CIP patent application filed recently in your name and also the names of Dr. John Trafton and Henry Schur. These comments do not take into account your agreement with Simplex, which I do not have.

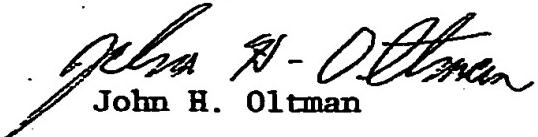
The original application is still intact and remains solely in your name. It has not been changed and, in fact, we recently received the first Office Action in this patent application and you are reviewing it now.

This original application covers the invention broadly. If we are able to get broad claims allowed in this original application, it will dominate the narrower invention of the CIP application. If such dominating claims are allowed in the original application, a device produced in accordance with the CIP application would infringe the original patent.

Also, since you are a joint inventor on the CIP application, you are entitled to use that subject matter without accounting to the other inventors. The other inventors would not be able to use it if dominating claims are allowed in the original patent because they would be infringing the original patent.

Sincerely yours,

OLTMAN FLYNN & KUBLER


John H. Oltman

JHO/mm

*Law Offices of
Goldenberg & Goldenberg, P.A.*

ATTORNEYS AND COUNSELLORS AT LAW

RENEE GOLDENBERG
BOARD CERTIFIED MARITAL & FAMILY LAWYER

STEPHEN F. GOLDENBERG
BOARD CERTIFIED TAX LAWYER
MEMBER OF NEW YORK BAR

SHARON LYN CREWSS
LEGAL ASSISTANT

SUITE 2626
ONE FINANCIAL PLAZA

Fort Lauderdale, Florida 33394

BROWARD (954) 523-2626

5141.01

FILE NO.

December 19, 1996.

VIA FACSIMILE TRANSMISSION & U.S. MAIL

Mr. Jack E. Trafton, President
Simplex Medical Systems, Inc.
430 Ansin Boulevard
Suite G
Hallandale, FL 33009

Re: Simplex/KIS Joint Development and Marketing Agreement

Dear Mr. Trafton:

Our client has had the opportunity to consider your letter dated December 3, 1996 with the counter proposal to our letter to you dated November 26, 1996. Unfortunately, it appears that our positions are too far apart to warrant further negotiations. Therefore, the Agreement between KIS Technologies, Inc. and Simplex Medical Systems, Inc. dated December 20, 1995 will terminate in accordance with its terms and provisions on December 20, 1996.

It is expected that both our client and you will strictly adhere to the terms and provisions of the Agreement with regard to proprietary and confidential information which was disclosed to the other party solely as a result of the relationship under the expiring Joint Development and Marketing Agreement dated December 20, 1995. Any breach or anticipated breach of the proprietary information and confidentiality provisions of the Agreement will be strictly enforced. Similarly, any attempt to infringe upon Dr. Hertz' patent will also not be tolerated.

*Law Offices of
Goldenberg & Goldenberg, P.A.*

Simplex Medical Systems, Inc.

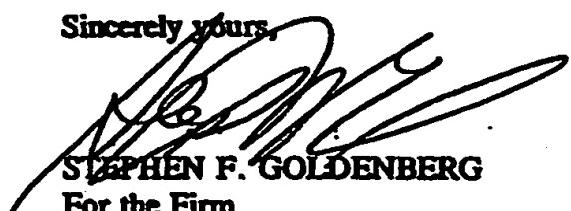
December 19, 1996

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With regard to the action that Simplex filed against KIS Technologies, Inc., our client has authorized us to advise you that its introduction to Johnson & Johnson was through your company, that it has not in any way contacted Johnson & Johnson and will not do so in the future.

We are sorry that the respective parties were unable to successfully negotiate a new agreement and hope that future enforcement action by either party will not be necessary.

Sincerely yours,


STEPHEN F. GOLDENBERG
For the Firm

SFG/arg

cc: Reuben Hertz, D.D.S. ✓
Barry B. Groman
Len Maniscalco